

VitalEurope Trading Terms for Supply of Dental Services

Clause	Page
Definition and Interpretation.....	2
Supply of the Dental Services.....	4
Charges.....	4
Initial Assessment.....	4
Changes to the Proposed Treatment Plan.....	5
Dental Treatment Packages.....	5
Chaperone.....	5
Guarantee.....	5
Complaints.....	5
VITALEUROPE Warranty.....	6
Liability.....	6
Force Majeure.....	6
Confidentiality and Disclosure Obligations.....	7
Data Protection.....	7
Records.....	8
Termination.....	8
VITALEUROPE’s Right of Cancellation and Rescheduling of Appointments.....	9
The Patient’s Right of Cancellation and Termination.....	9
Consequences of Termination.....	10
Alternative Dispute Resolution.....	10
Entire Agreement.....	10
Illegality.....	10
Notices.....	11
Assignment.....	11
Third Party Rights.....	11
Waiver.....	11
Variation.....	11
Applicable Law and Submission to Jurisdiction.....	12

Definitions and Interpretation

1.1 In this Contract the following interpretation applies:

1.1.1 References to clauses and headings

Unless stated otherwise, references to a clause are to a clause of this Contract. Clause headings are inserted for convenience and are to be ignored for the purposes of construction.

1.1.2 Singular includes plural

Unless the context requires otherwise, the singular includes the plural and vice versa.

1.1.3 Gender references

Unless the context requires otherwise, words importing a gender include every gender.

1.1.4 General words

The interpretation of general words which are preceded or followed by particular examples is not confined to the same class as the examples.

1.2 In this Contract the following definitions apply:

"Agreed document" a document is 'in agreed terms' if it is in the terms of a document referring to this Contract and signed or initialled for identification by the parties to this Contract;

"Business day" means a day other than Saturday, Sunday or a day which is a public holiday in England;

"Confidential Information" means, in relation to either party, any information (whether or not stated to be confidential or marked as such) which that party discloses to the other, or which the other party obtains from any information disclosed to it by that party, either orally or in writing or by any other means, under or in connection with this Contract;

"Contract" means this Contract for the provision of Dental Services to the Patient;

"Dental Treatment Package" refers to the proposed combination of treatments as outlined in the Treatment Plan as agreed between the Patient and VITALEUROPE;

"Document" means any document or other materials, including but not limited to any Personal Data, Treatment Plans, medical or dental records, diagrams, X-rays or other images, or any other records of any information in any form;

"Enactment" means a statute or statutory provision whether of the United Kingdom or elsewhere, and includes:

1.2.1 subordinate legislation by way of Orders in Council, orders, rules, regulations, schemes, warrants, byelaws and other instruments made or to be made under a statute or statutory provision; and

1.2.3 any other subordinate legislation.

“Force Majeure” means, in relation to either party, any circumstances beyond the reasonable control of that party (including any strike, lock-out or other industrial action);

“Guarantee” means the VITALEUROPE Guarantee provided to the Patient after the provision of any dental treatment;

“Initial Assessment” means a consultation between a Patient and a dentist at a VITALEUROPE clinic to discuss treatment options with respect to the provision of any Dental Service;

“Liability” means any liability by reason of any representation (unless fraudulent) or the breach of any implied condition, warranty or other term or any duty at common law or under any statute, or under any express term of this Contract or otherwise;

“Loss” means any loss of profit, contracts, goodwill, anticipated savings, wasted expenditure or other loss of any kind which is incurred by that party, or any damages, costs or other claims for compensation and any expenses (including legal expenses) which are awarded against or incurred by or paid or agreed to be paid by that party, however the same may arise and whether occasioned by the negligence of the other party, its employees or agents or otherwise;

“Patient” means the customer named on the Treatment Plan;

“Personal Data” means any personal data as defined in the Data Protection Act 1988 which is disclosed by the Patient to VITALEUROPE or otherwise obtained by VITALEUROPE in connection with this Contract;

“Regulatory Authority” means the General Dental Council;

“Dental Services” includes any consultation, examination, investigation, dental treatment or laboratory works;

“Standard Charges” means charges raised by VITALEUROPE for the provision of Dental Services as shown in the Treatment Plan or other published material which may vary from time to time;

“Treatment Plan” means the Dental Treatment Proposal Form issued to the Patient following an Assessment at a VITALEUROPE clinic. Where more than one Treatment Plan exists, the most recent Treatment Plan is the relevant Plan for the purposes of this Contract;

“VITALEUROPE” means Vital Europe Kft, a company incorporated in Hungary under company number 10-09-034242, whose registered office is at 1113 Budapest, Nagyszőlős u. 11-15.

Supply of the Dental Services

- 2.1 VITALEUROPE shall provide Dental Services to the Patient subject to this Contract. Any changes to this Contract must be agreed in writing by VITALEUROPE and the Patient.
- 2.2 The Patient shall supply VITALEUROPE with such Documents, Personal Data or other materials as are required by VITALEUROPE to enable VITALEUROPE to provide the Dental Service in accordance with this Contract. The Patient shall ensure the accuracy of all information supplied to VITALEUROPE.
- 2.3 The Dental Services shall be provided in accordance with the Treatment Plan and otherwise in accordance with VITALEUROPE's current brochure or other literature published from time to time and subject to this Contract.
- 2.4 VITALEUROPE may at any time without notifying the Patient make changes to the Dental Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Dental Services.

Charges

- 3.1 Subject to any special terms agreed, the Patient shall pay VITALEUROPE's Standard Charges and any additional sums which are agreed between the parties for the provision of the Dental Services or which, in VITALEUROPE's sole discretion, arise from the Patient's instructions or lack of instructions, the inaccuracy of any information supplied by the Patient or any other cause attributable to the Patient.
- 3.2 VITALEUROPE may vary its Standard Charges from time to time.
- 3.3 All charges quoted to the Patient for the provision of the Dental Services are exempt Value Added Tax.
- 3.4 VITALEUROPE will invoice the Patient immediately after any Dental Service is provided, or as is agreed with the Patient, such charges to be paid on presentation of the invoice or as otherwise agreed.
- 3.5 Where a Patient fails to make payment as required or as agreed, VITALEUROPE shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 3 per cent above the base rate from time to time of HSBC Bank plc from the due date until the outstanding amount is paid in full.

Initial Assessment

- 4.1 The dental consultant will explain all available treatment options to the Patient.
- 4.2 Upon booking an Initial Assessment the Patient must pay the non-refundable fee specified at the time of booking. This fee will be deducted from the total value of the Dental Services as set out in the Treatment Plan where treatment is commenced within 45 days of the Assessment.
- 4.3 During the Initial Assessment, or at any subsequent consultation, a panoramic X-ray (OPG) may be necessary. An additional fee will be payable by the Patient if this is required.

- 4.4 Where the Patient can supply VITALEUROPE with a dental X-ray taken not more than 90 days prior to the date of the Initial Assessment a further X-ray will not be required.
- 4.5 Following the Initial Assessment the Patient will be provided with a copy of their Treatment Plan, valid for 90 days, free of charge.

Changes to the Proposed Treatment Plan

- 5.1 VITALEUROPE reserves the right to modify the proposed Treatment Plan at any time where it is necessary to do so.
- 5.2 Where the Treatment Plan requires revision but the treatment has commenced, the reason for the change will be explained to the Patient and a revised Treatment Plan agreed and issued.
- 5.3 Any changes to the Treatment Plan must be set out in writing and signed by the parties. The later Treatment Plan will prevail over any earlier Plan.
- 5.4 In the event of revision, the Patient may terminate the Contract at any time upon providing written notice to VITALEUROPE as set out in clause 23.1 of this Contract.
- 5.5 On cancellation, the Patient will only be liable to pay VITALEUROPE for treatment received and any incidental expenses incurred. However, any deposit expressed to be non-refundable will be retained by VITALEUROPE.
- 5.6 Where further treatment is required that was not part of the original Treatment Plan and the Patient has subscribed to a financing plan, any additional charge must be paid by the Patient on presentation of an invoice or as otherwise agreed.

Dental Treatment Packages

- 6.1 Dental Treatment Package prices are not transferable and valid only when purchased in their entirety. It is not possible to purchase single components of a Package.
- 6.2 Where a Patient elects not to proceed with all of the treatment specified in the Dental Treatment Package, the Patient will only be liable to pay for the treatment received and any incidental expenses incurred. However, any deposit expressed to be non-refundable will be retained by VITALEUROPE.
- 6.3 Any promotion, discount or special offer is subject to their own terms and cannot be combined with any other VITALEUROPE offer.
- 6.4 A payment made toward purchasing a Dental Treatment Package shall have the effect of fixing the price of that Package and no subsequent rate reduction will be applied retrospectively.
- 6.5 VITALEUROPE reserves the right to withdraw any previously agreed discount where a Patient fails to adhere to its specific terms.

Chaperone

The Patient has the right to request that a chaperone is present during any appointment and/or treatment.

Guarantee

The Patient is referred to VITALEUROPE's Guarantee Statement which will be issued to the Patient by their treating dentist on completion of the Dental Services.

Complaints

The Patient is referred to VITALEUROPE's Complaints Policy, a copy of which will be provided on request.

VITALEUROPE Warranty

VITALEUROPE warrants to the Patient that the Dental Service will be provided with reasonable care and skill and, as far as reasonably possible, in accordance with the Treatment Plan. Where any service, treatment, literature or materials are supplied by a third party, VITALEUROPE does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Patient the benefit of any warranty, guarantee or indemnity given by a third party supplying services to VITALEUROPE.

Liability

- 11.1 VITALEUROPE shall have no liability to the Patient for any Loss arising from any instructions or information supplied by the Patient which is incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Patient.
- 11.2 The Patient hereby agrees to hold harmless VITALEUROPE from and against any and all Losses which VITALEUROPE incurs or suffers as a consequence of a direct breach or indirect breach or negligent performance or failure in performance by any third party.
- 11.3 Except in the event of death or personal injury caused by the VITALEUROPE's negligence, or as expressly provided in this Contract, VITALEUROPE shall not be liable to the Patient by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any Loss which arises out of or in connection with the provision of the Dental Services (including any delay in providing or failure to provide the Dental Services).
- 11.4 The total liability of VITALEUROPE for any other Loss suffered by the Patient arising out of any one event or series of connected events shall not exceed the total value of VITALEUROPE's charges for the provision of the Dental Services, as set out in the Treatment Plan, except as expressly provided in this Contract.
- 11.5 VITALEUROPE shall not be liable to the Patient or be deemed to be in breach of this Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Dental Services, where the delay or failure was due to any cause beyond VITALEUROPE's reasonable control.

Force Majeure

- 12.1 If a party is unable to carry out its obligations under this Contract or the carrying out is delayed as a result of force majeure, it shall not be liable for its inability or the delay if:
 - 12.1.1 it promptly gives the other party notice specifying the matters constituting the force majeure;
 - 12.1.2 it states its best estimate of the period for which its inability will continue or the period for which performance of its obligations will be delayed; and
 - 12.1.3 it uses all reasonable endeavours to remove or minimise the effect of the force majeure.

12.2 If:

- 12.2.1 the force majeure continues, or the carrying out of this Contract is delayed, for a prolonged period; or
- 12.2.2 it becomes impossible to perform a material provision of this Contract; either party may terminate this Contract by notice to the other party.

12.3 For the purpose of this clause:

- 12.3.1 a force majeure is a cause which affects the ability of the party in question to perform a material obligation under this Contract and which arises from circumstances beyond its reasonable control;
- 12.3.2 a prolonged period is one exceeding 3 months.

Confidentiality and Disclosure Obligations

- 13.1 VITALEUROPE may require Patients to disclose sensitive Personal Data in order to perform the Dental Services.
- 13.2 The Patient must immediately notify VITALEUROPE, or any agent appointed by VITALEUROPE to receive such information, of any material changes to that information.
- 13.3 Neither party shall disclose the existence of this Contract without the consent of the other party, such consent shall not be unreasonably withheld.
- 13.4 VITALEUROPE shall not at any time during the continuance of this Contract and after its termination make use of or divulge or permit any person to make use of or divulge any Confidential Information otherwise than in the proper performance of the Dental Services.
- 13.5 The obligations of non-disclosure and confidentiality shall not extend to a party in respect of anything which is required to be disclosed under a legal or regulatory duty.

Data Protection

14.1 In this clause:

- (a) "DPA" the Data Protection Act 1998 as amended, extended or re-enacted from time to time and including any subordinate provision made under that Act; and
- (b) the terms "Personal Data", "Data Controller", "Data Processor" and "Process" (and "Processing") shall have the meanings given to them in the DPA;

14.2 To the extent VITALEUROPE processes any Personal Data as part of performing its obligations under this Contract ("Data"):

- (a) the Patient acknowledges that it is the Data Controller of the Data, and that VITALEUROPE is acting on the Patient's behalf as a Data Processor of the Data;
- (b) VITALEUROPE shall:
 - (i) keep the Data confidential and secure from disclosure to unauthorised third parties; and
 - (ii) process that Data only in accordance with the instructions of the Patient (and

processing necessary to comply with this Contract shall be deemed to be an instruction).

- (c) The Patient will provide all appropriate notifications and consents under the DPA in order to allow VITALEUROPE to process the Data that it is required to process as part of performing its obligations under this Contract without such processing contravening the DPA.
- (d) VITALEUROPE will not trade, rent or sell Patient information to third parties.

14.3 VITALEUROPE reserves the right to promote the Dental Services of VITALEUROPE and the services of associated companies, offers and promotions to the Patient from time to time.

14.4 A Patient may at any time elect not to receive such promotional literature by informing VITALEUROPE's Customer Care Department on 0800 075 4400 or customercare@vitaleurope.com.

14.5 VITALEUROPE reserves the right to transfer Patient details held at the time to a third party as part of a sale of some or all of its business and assets to any third party or as part of any business restructuring or reorganisation.

14.6 VITALEUROPE will take all reasonable steps to ensure any Personal Data is kept secure and confidential.

14.7 Where the above circumstances apply, Patients have the right to inform VITALEUROPE not to transfer Personal Data by notifying the VITALEUROPE Customer Care department on 0800 075 4400 or customercare@vitaleurope.com.

Records

15.1 VITALEUROPE will keep complete and accurate records of any treatment provided to a Patient as required by applicable law.

15.2 VITALEUROPE shall supply the Patient, without charge, a copy of the Initial Assessment record and any X-ray(s) taken.

15.3 VITALEUROPE shall, at the request of a Patient and upon reasonable notice, provide a copy of his or her treatment records and provide such further assistance as the Patient may reasonably require.

Termination

16.1 Either party shall be entitled forthwith to terminate this Contract (without limiting any other remedy) by giving written notice to the other if:

16.1.1 that other party commits any breach of any of the provisions of this Contract and, in the case of a breach capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

16.1.2 an encumbrancer takes possession or a receiver is appointed over any of the property or assets of that other party;

16.1.3 that other party makes any voluntary arrangement with its creditors or becomes subject to an administration or bankruptcy order.

16.2 VITALEUROPE may terminate this Contract with immediate effect on written notice to the Patient in the event the Patient:

- 16.2.1 fails to meet the payment obligation required for booking an Initial Assessment pursuant clause 4.2;
- 16.2.2 fails to meet the payment obligations under clause 3.1 of this Contract;
- 16.2.3 commits any fraud or any other unlawful or criminal act in respect of its performance of its duties under this Contract;
- 16.2.4 fails to supply VITALEUROPE with all required Documents, Personal Data or other materials pursuant to clause 2.2;
- 16.2.5 fails to notify VITALEUROPE of any material change to their Personal Data pursuant to clause 13.2.

VITALEUROPE's Right of Cancellation and Rescheduling of Appointments

- 17.1 VITALEUROPE reserves the right to discontinue treatment, at any time, and without any obligation for compensation, where the payment obligations under clause 3.1 and 3.5 are not met.
- 17.2 VITALEUROPE reserves the right to reschedule any Initial Assessment and/or subsequent appointment and/or place of treatment and/or treating specialist where it becomes necessary to do so and without any obligation for compensation. VITALEUROPE shall notify the Patient at the earliest possible opportunity and offer an alternative appointment.
- 17.3 VITALEUROPE reserves the right to cancel any appointment where a Patient fails to attend an agreed appointment or where the Patient fails to attend the appointment in a fit state to enable the appointment to proceed. Where these circumstances apply, any deposit monies paid will be retained by VITALEUROPE and are non-refundable.
- 17.4 Where a Patient reschedules an appointment and/or treatment due to medical reasons, any deposit monies paid by the Patient will be refunded subject to presentation of a valid doctor's certificate in support of such reasons.

The Patient's Right of Cancellation, Rescheduling of Appointments and Termination

- 18.1 The Patient shall be entitled forthwith to terminate this Contract by giving written notice to VITALEUROPE:
 - 18.1.1 at any time following commencement of any treatment or laboratory works;
 - 18.1.2 if VITALEUROPE goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting there from effectively agrees to be bound by or assume the obligations imposed on that other party under this Contract);
 - 18.1.3 if VITALEUROPE ceases, or threatens to cease, to carry on business.
- 18.2 The Patient has the right to elect not to proceed with any component of the Treatment Plan or any future treatment specified in the Treatment Plan.
- 18.3 The Patient has the right to cancel any proposed treatment pursuant to clause 5.4 of this Contract.
- 18.4 Appointments may be rescheduled up to 72 hours prior to the specified appointment time for which a fee shall be payable.

- 18.5 In the event that the Patient cancels an appointment or on termination of this Contract, the Patient will be liable to pay for treatment received and any incidental expenses incurred within 7 days of being required to do so.
- 18.6 On termination of this Contract, VITALEUROPE shall, within 30 days, refund to the Patient any sum that has been paid by the Patient in excess of the Dental Services provided and the incidental expenses incurred. However, any deposit expressed to be non-refundable will be retained by VITALEUROPE.

Consequences of Termination

- 19.1 Upon termination of this Contract for any reason:
- 19.1.1 all unpaid invoices rendered by VITALEUROPE in respect of any Dental Services shall become immediately payable by the Patient (including any incidental expenses);
 - 19.1.2 the provisions of clauses 13 and 14 shall continue in force in accordance with their respective terms;
 - 19.1.3 subject as otherwise provided in this Contract and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Contract.

Alternative Dispute Resolution

- 20.1 If any dispute arises between the parties under or in connection with this Contract (including any dispute or difference as to its validity or terms), the parties shall, within 10 days of a written request from either party, meet in an effort to resolve the dispute in good faith.
- 20.2 Subject to compliance with clause 20.1 of this Contract, if the dispute remains unresolved, the parties shall attempt in good faith to settle the dispute by mediation, to be undertaken as soon as is reasonably practicable. The mediator shall be agreed by both parties or nominated by the President of the Law Society.
- 20.3 The parties shall bear their own costs of the mediation. The mediator's fees and the expenses of the mediation shall be borne equally by the parties.
- 20.4 If mediation is unsuccessful, the parties may commence legal proceedings to enable the dispute to be determined. Until the requirements of clauses 20.1 and 20.2 of this Contract have been satisfied, the parties shall be entitled to a stay of any proceedings that are commenced to determine the dispute.
- 20.5 Unless this Contract has been terminated, VITALEUROPE shall continue to perform its obligations under it notwithstanding the existence or referral of a dispute.

Entire Agreement

- 21.1 This Contract (together with the terms, if any, set out in the Treatment Plan) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 21.2 Each party waives its entitlement to make a claim in relation to a representation which is not set out or referred to in this Contract but not so as to disentitle it to a remedy for fraudulent concealment or fraudulent misrepresentation.

Illegality

If any provision in this Contract or any documents entered into pursuant to or in connection with it shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Contract but the legality, validity and enforceability of the remainder of this Contract shall not be affected.

Notices

- 23.1 Any notice or other information required or authorised by this Contract to be given by either party to the other may be given by hand or sent (by first class pre-paid post, cable, facsimile transmission, email or comparable means of communication) to the authorised address (or such other address or fax number as one party may from time to time notify the other in accordance with this Contract) identifying the intended recipient as the addressee.
- 23.2 Any notice or other information given by post under clause 23.1 which is not returned to the sender as undelivered shall be deemed to have been given on the second Business day (or, when sent by airmail, fifth) after the envelope containing the same was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that such notice or information has been duly given.
- 23.3 Any notice or other information sent by cable, facsimile transmission, email or comparable means of communication shall be deemed to have been duly sent:
- 23.3.1 if it is delivered by hand or by courier: on delivery;
 - 23.3.2 if transmitted by fax or email: on receipt by the sender of a transmission report or email receipt showing the successful transmission of the whole of the relevant notice or (if that transmission is not made during normal working hours on a Business day) at 09.00 on the next Business day.
- 23.4 Service of any legal proceedings concerning or arising out of this Contract shall be effected by causing the same to be delivered to the party to be served at its registered office or residential address as identified on the Treatment Plan, or to such other address as may from time to time be notified in writing by the party concerned.
- 23.5 The provisions of this clause apply equally to the giving of written consent.

Assignment

Neither party may assign the benefit arising under or out of this Contract without the prior written consent of the other party.

Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 does not apply so as to give to a person who is not a party to this Contract a right under it.

Waiver

No failure or delay by either party in exercising any of its rights under this Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of this Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

Variation

No variation or waiver of this Contract shall be effective unless in writing and signed by or on behalf of each party.

Applicable Law and Submission to Jurisdiction

28.1 Hungarian law shall apply to this contract and the parties agree to submit to the exclusive jurisdiction of the Hungarian Courts.

28.2 In the event of a dispute arising under or in connection with this contract, the parties shall first attempt to resolve such dispute amicably through conciliation. If the parties are not able to resolve the dispute amicably within thirty days (30), starting from the date on which one party provided the other party with full written particulars of the nature of the dispute, then either party may seek the determination of the Hungarian Courts.